



# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 437  
LOS ANGELES, CA 90012



**MARK J. SALADINO**  
TREASURER AND TAX COLLECTOR

August 8, 2006

TELEPHONE  
(213) 974-2101

FACSIMILE  
(213) 626-1812

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

## **RECOMMENDATION TO APPROVE MASTER AGREEMENT FOR FINANCIAL ADVISOR SERVICES (3-VOTES)**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the form of Master Agreement, attached hereto in substantially final form and incorporated by this reference, for the financial advisor services pool and authorize the Treasurer and Tax Collector to execute such agreements with Fieldman, Rolapp & Associates (Fieldman), Lamont Financial Services Corporation (Lamont), and Public Resource Advisory Group (PRAG), which shall collectively comprise the Treasurer and Tax Collector's Financial Advisor Pool (and hereinafter referred to as the "Financial Advisor Pool" or the "Firm") commencing upon execution following Board approval through June 30, 2007; and
2. Authorize the Treasurer and Tax Collector to execute amendments to modify the terms of the Scope of Services that do not materially alter the Master Agreement, and/or to add and/or change certain terms and conditions in the Master Agreement as required by the Board of Supervisors or Chief Administrative Officer, provided that County Counsel approval is obtained prior to execution of any such amendments and/or changes.
3. Authorize the Treasurer and Tax Collector to execute future amendments to extend the Master Agreement commencing July 1, 2007, for four (4) one-year renewals, and six (6) month-to-month extensions at the sole option and discretion of the Treasurer and Tax Collector in accordance with the terms of the Master Agreement for a maximum renewal of four (4) years and six (6) months.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Treasurer and Tax Collector (TTC) created the financial advisor pool program in 1995 to assist in evaluating financial proposals, debt structures, and debt management relating to the County's debt management program by utilizing the services of three independent financial advisors.

During the course of a year, the TTC receives numerous proposals recommending a variety of borrowing options. While many of these may provide benefits to the County's debt management program, they often involve significant risks as well. The use of financial advisors has served the County well by providing independent financial analysis, validation of debt structures, and augmented technical expertise. The current financial advisor pool Master Agreement expires on September 30, 2006.

#### **Implementation of Strategic Plan Goals**

Implementation of this Financial Advisor Pool will assist the TTC in meeting the County's Strategic Plan Goal of Fiscal Responsibility by providing independent financial analysis, validation of debt structures, augmented technical expertise and other types of projects in which a Firm's services are needed or have been requested.

### **FISCAL IMPACT/FINANCING**

Services are used on an intermittent basis, with most engagements incorporated as a cost of issuance for the financing of specific projects approved by your Board. Engagements for special studies and other projects not related to a specific financing project will not exceed \$200,000 in any fiscal year. An appropriation of \$200,000 for this program has been included in TTC's Adopted Budget for Fiscal Year 2006-07.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Master Agreement attached, in substantially final form, contains the required provisions pertaining to compliance with the County's Jury Service Program, Child Support Program, Consideration of GAIN/GROW Participants for Employment, Recycled Bond Paper, the Safely Surrendered Baby Law, Termination for Non-adherence of County Lobbyist Ordinance, and Determination of Contractor Responsibility and Contractor Debarment. The Treasurer and Tax Collector will execute a separate agreement with each Firm with such additions, changes or corrections that, in his discretion, are in the best interests of the County and the TTC. The term of this financial advisor pool shall commence upon execution by the TTC following your Board approval which will authorize four (4) one-year renewals commencing July 1, 2007, and six (6) month-to-month extensions. The option to

exercise any renewal or extension shall be solely at the discretion of the TTC. The Firms will continue to be used on an as-needed rotational basis, matching the specific needs of the County with the best combination of skills and experience of the Firms. Furthermore, the provision for notification by Contractor when expenditures reach 75% of the Contract Sum has been excluded from the recommended Master Agreement.

The form of Master Agreement has been approved as to form by County Counsel.

There is no impact to County employees as these services supplement current resources and are intermittent in nature.

### **CONTRACTING PROCESS**

In accordance with County contracting procedures and requirements, a Request for Statement of Qualifications (RFSQ) was issued and mailed to seventy-six (76) firms, which were identified in the Bond Buyer's Municipal Marketplace Directory Spring 2005, and listed on Attachment I. Additionally, the RFSQ was posted on the Los Angeles County On-Line Website (formerly known as the County Office of Small Business Countywide Website). Eleven (11) Statements of Qualification (SOQ) were received, four (4) of which were deemed non-responsive and eliminated from further consideration. The remaining seven (7) were evaluated and ranked. Fieldman, Lamont, and PRAG were ranked highest at the conclusion of the evaluation process. These SOQs were complete, detailed, and highly responsive to the RFSQ.

The recommended agreement is not a Proposition A agreement because of the extraordinary professional and technical nature of the services being provided. The Living Wage Program (County Code Chapter 2.201) does not apply to the recommended agreement. Minority and women owner/employee statistics for the seven (7) responding firms are shown in Attachment II. Following the completion of the review and analysis process, Fieldman, Lamont and PRAG were selected without regard to race, gender, color or creed.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The current Master Agreement for financial advisor services is due to expire on September 30, 2006. The recommended attached form of Master Agreement will enable the County to utilize the services of the recommended Firms.

The Honorable Board of Supervisors  
August 8, 2006  
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**CONCLUSION**

Instruct the Executive Officer of the Board of Supervisors to return one (1) adopted stamped Board letter to TTC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Anthony J. Saladino" with a circled "for" in parentheses at the end.

MARK J. SALADINO  
Treasurer and Tax Collector

MJS:EVT:evt  
FAS Board Letter FINAL 7-19-06

Attachments (3)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

## ATTACHMENT I

Aquacena Lopez  
A. Lopez & Associates, LLC  
300 Frank H. Ogawa Plaza Ste. 229  
Oakland, CA 94612

Annette Yee  
Annette Yee & Co.  
27205 Meadows Road  
Carmel, CA 93923

Douglas Dove  
Bartle Wells Associates  
1889 Alcatraz Drive  
Berkeley, CA 94703

Curt De Crinis  
C.M. De Crinis & Co., Inc.  
11846 Ventura Blvd., Suite 102  
Studio City, CA 91604

Chuffed Enterprises  
14007 Morrison St.  
Sherman Oaks, CA 91423

Josh Cooperman  
Cooperman & Dudick  
111 Anza Blvd., Suite 107  
Burlingame, CA 94010-1932

Cynthia Boutte  
3025 West Artesia Blvd  
Torrance, CA 90504

Dixon Consulting Company  
6760 Meadowlark Lane  
Chino, CA 91710

Ruben Mendoza  
Estrada, Hinjosa & Co., Inc.  
437 J Street, Suite 212  
San Diego, CA 92101

Financial Management Consulting  
12935 Shiray Ranch Rd.  
P.O. Box 9135  
Moreno Valley, CA 92553

Terrance Cameron  
Acacia Financial Management  
672 S. LaBrea Ave.  
Los Angeles, CA 90036

Autumn Zamzow  
Autumn Capital Investment  
Services  
24672 San Juan Ave., Ste. 202  
Dana Point, CA 92672

Steven Dworkin  
Bear, Stearns & Co., Inc.  
1999 Avenue of the Stars 31st Flr.  
Los Angeles, CA 90067

R. Mark Epstein  
California Financial Services  
5213 El Mercado Pkwy., Ste. D  
Santa Rosa, CA 95403

Peter Kelly  
Clover Capital Corporation  
1112 Ocean Drive, Suite 101  
Manhattan Beach, CA 90266

Cristal F. Cassidy, CPA  
P.O. Box 3134  
Long Beach, CA 90803

Dale Scott  
Dale Scott & Co., Inc.  
400 Montgomery St., Suite 805  
San Francisco, CA 94104

John Dowdell  
Dowdell Financial Services  
1545 River Park Dr., Suite 200  
Sacramento, CA 95815-4600

David Francis  
Federated Investors  
1001 Liberty Ave.  
Pittsburgh, PA 15222

Russell Goings  
First Albany Capital Inc.  
445 S Figueroa St., Ste. 2980  
Los Angeles, CA 90071

Allan Altura  
Imperial Securities Corp.  
2333 San Ramon Valley Blvd.,  
Ste. 390  
San Ramon, CA 94583-4444

Vincent McCarley  
Backstrom McCarley Berry & Co.  
115 Sansome St. Mezz "A"  
San Francisco, CA 94104

Jennifer Branin  
Branin Finance  
Nine Carnelian  
Irvine, CA 92614

James Chilton, Jr.  
Chilton & Associates, Inc.  
1236 Camdem Drive  
Los Angeles, CA 90035

Leslie Bond, Jr.  
Columbia Capital Management ,  
LLC  
468 N. Camden Dr., Ste. 300  
Beverly Hills, CA 90210

Eugene Slater  
CSG Advisors, Inc.  
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San Francisco, CA 94104

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401 East Ocean Blvd., Ste. 1010  
Long Beach, CA 90802

Edwards, Eichel & Beranek  
650 Sierra Madre Villa Ave.  
Ste. 202  
Pasadena, CA 91107

Timothy Schaefer  
Fieldman, Rolapp & Assoc.  
19900 MacArthur Blvd. Ste. 1100  
Irvine, CA 92612

Jerold Gold  
First Southwest Co  
21550 Oxnard St., Ste. 860  
Woodland Hills, CA 91367

Erik Dingwall  
Fund Services Advisors, Inc.  
777 S. Figueroa St., Suite 3200  
Los Angeles, CA 90017

Lisa Smith  
Gardner, Underwood & Bacon, LLC  
12121 Wilshire Blvd., Ste. 207  
Los Angeles, CA 90025

Global Friendly Technology  
Door B 2016 Oak St.  
Santa Monica , CA 90405

Lori Raineri  
Government Financial Strategies,  
Inc.  
1228 "N" Street, Ste. 13  
Sacramento, CA 95814-5609

Paul Silvern  
Hamilton, Rabinovitz & Alschuler,  
Inc.  
6033 W. Century Blvd., Ste. 890  
Los Angeles, CA 90045

Suzanne Harrell  
Harrell & Co. Advisors, LLC  
333 City Blvd., West, Ste. 1430  
Orange, CA 92868

Harris & Associates  
811 W. 7th St., Ste. 310  
Los Angeles, CA 90017

Independent Capital Management  
240 Calle Campesino  
San Clemente, CA 92672

Justice For All  
14584 Baseline Ave., Ste. 300-333  
Fontana, CA 92336

Kare Management Services  
11024 Balboa Blvd. #411  
Granada Hills, CA 91344

Brandt Webb  
Katz Hollis  
550 S. Hope St., Ste. 2655  
Los Angeles, CA 90071

Ellen Riley  
Kaufman, Hall & Assoc., Inc.  
21550 Oxnard, Ste. 300  
Woodland Hills, CA 91367

David Leifer  
Kelling, Northcross & Nobriga  
1333 Broadway, Ste. 1000  
Oakland, CA 94612

Ray Bishop  
Kinsell, Newcomb & De Dios, Inc.  
462 Stevens Ave., Ste. 165  
Solana Beach, CA 92075

Gary Kitahata  
Kitahata & Co.  
137 Joost Ave.  
San Francisco, CA 94131

Lauren Brock  
Kostmont Financial Services, Inc.  
601 S. Figueroa St., Ste. 3550  
Los Angeles, CA 90017

Thomas Dunphy  
Lamont Financial Services, Corp.  
3569 Perada Dr.  
Walnut Creek, CA 94598

Macias, Gini & Co LLP  
515 So. Figueroa St. Ste. 325  
Los Angeles, CA 90071

Drew Masterson  
Masterson, Moreland, Sauer,  
Whisman  
121 Main Street, Ste. 2200  
Houston, TX 77002

Mentor 4, Inc.  
1225 W. 190th ST. Ste. 100  
Gardena, CA 90248

Millennium Financial Corp  
471 W. Lambert Rd, Ste. 103  
Brea, CA 92822

Lyle Defenbaugh  
Metwest Financial Advisory  
Services  
455 Capitol Mall, Ste. 701  
Sacramento, CA 95814

Douglas Montague  
Montague, Derosé & Assoc.  
5743 Corsa Ave., Ste. 205  
Westlake Village, CA 91362

LuAnne Edwards  
Municipal Capital Management, Inc.  
3078 E. Sierra Drive  
Westlake Village, CA 91362

Kenneth Dieker  
Munisoft  
1325 Country Club Drive  
Modesto, CA 95356

Netresell Incorporated  
3875 Wilshire Blvd., Ste. 709  
Los Angeles, CA 90010

Andy Ach  
Northcross, Hill & Ach, LLC  
One Post St., Ste. 2525  
San Francisco, CA 94104

Nunez & Associates Inc.  
1440 N. Harbor Blvd., Ste. 800  
Fullerton, CA 92835

Penny Palmer  
PK Advisors, Inc.  
Five Mabry Way  
San Rafael, CA 94903

Saul Rosenbaum  
Prager, McCarthy & Sealy, LLC  
One Maritime Plaza, Ste. 1000  
San Francisco, CA 94111

Janice Mazyck  
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660 Newport Center Dr., Ste. 750  
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Encino, CA 91436-2403

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11845 W. Olympic Blvd., Ste. 640  
Los Angeles, CA 90064

Glenn Reiter  
Reiter, Lowry Consultants  
11417 W. Bernardo Ct., Ste. A  
San Diego, CA 92127-1639

Rodney Gunn  
Rod Gunn Associates, Inc.  
16371 Bothard St., Ste. A  
Huntington Beach, CA 92647-3652

Jim Gunter  
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523 W Sixth St., Ste. 812  
Los Angeles, CA 90014

Schafer and Associates  
32381 Via Antibes  
Dana Point, CA 92629

Hui Thai  
Shattuck, Hammon Partnes, Inc.  
601 California St., Ste. 2001  
San Francisco, CA 94108

Shipp & Mitchell Associates  
13123 Casimir Ave.  
Gardena, CA 90249

So. Cal. Medlegal Consultants, Inc.  
1500 PCH Hwy, Ste. D  
Seal Beach, CA 90740

John Bolan  
Structured Finance Corp. of  
America  
17011 Beach Blvd., 9th Floor  
Huntington Beach, CA 92647

Jean Marie Buckley  
Tamalpais Advisors, Inc.  
3030 Bridgeway, Ste. 340  
Sausalito, CA 94965

The Diaz Group  
P.O. Box 3871  
Montebello, CA 90640

Uhuru J. Amaa LLC  
600 Wilshire Blvd., Ste. 1200  
Los Angeles, CA 90017

William Euphrat  
William Euphrat Municipal Finance,  
Inc.  
3100 Clay Street  
San Francisco, CA 94115

**FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSERS  
FINANCIAL ADVISOR SERVICES**

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

<b>FIRM INFORMATION</b>	<b>C.M.de Crinis &amp; Co., Inc.</b>		<b>CSG Advisors Incorporated</b>		<b>Fieldman, Rolapp &amp; Associates</b>		<b>Gardner, Underwood &amp; Bacon LLC</b>		<b>Lamont Financial Services Corp.</b>		<b>Montague, DeRose &amp; Associates</b>		<b>Public Resources Advisory Group</b>	
<b>CULTURAL/ETHNIC COMPOSITION</b>	<b>% of Ownership</b>	<b>No.</b>	<b>% of Ownership</b>	<b>No.</b>	<b>% of Ownership</b>	<b>No.</b>	<b>% of Ownership</b>	<b>No.</b>	<b>% of Ownership</b>	<b>No.</b>	<b>% of Ownership</b>	<b>No.</b>	<b>% of Ownership</b>	<b>No.</b>
<b>OWNERS/ PARTNERS:</b>														
Black/African							25.5	2						
Hispanic/Latin											10	1		
Asian American													3.96	2
American Indian/Alaskan														
All others	100%	2	100%	3	100%	6	49%	2	71.72%	2	57%	2	93.09%	11
Women (included above)							25.50%	1	28.28%	1	33.00%	1	2.95%	3
<b>MANAGERS:</b>														
Black/African			1		1		1						2	
Hispanic/Latin					1									
Asian American			1						1		1		2	
American Indian/Alaskan									1					
All others			1		4				4		3		6	
Women (included above)			2		1		1		3		0		5	
<b>STAFF:</b>														
Black/African			1		1						1		6	
Hispanic/Latin					1								2	
Asian American							1						3	
American Indian/Alaskan														
All others	1		12		7		1		3		1		7	
Women (included above)			4		8				3		2		10	
<b>TOTAL NUMBER OF EMPLOYEES</b>	3		19		21		7		12		9		39	
<b>BUSINESS STRUCTURE</b>	Corporation		Corporation		Corporation		Partnership		Corporation		Other		Corporation	
<b>Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?</b>														





# **MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**TREASURER AND TAX COLLECTOR**

**AND**

---

**FOR**

**FINANCIAL ADVISOR SERVICES**

**MASTER AGREEMENT  
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**STANDARD EXHIBITS**

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**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES,  
TREASURER AND TAX COLLECTOR  
AND  
\_\_\_\_\_  
FOR  
FINANCIAL ADVISOR SERVICES**

This Master Agreement and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between the County of Los Angeles, Treasurer and Tax Collector, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor, to provide Financial Advisor Services.

**RECITALS**

WHEREAS, the County may contract with private businesses for Financial Advisor Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Financial Advisor Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Treasurer and Tax Collector to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G and H are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

### **Standard Exhibits:**

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law
- 1.6 EXHIBIT F- Scope of Work – Sample Work Order Formats
- 1.7 EXHIBIT G – Pricing Schedule
- 1.8 EXHIBIT H - Forms Required For Each Work Order Before Work Begins

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance have all been received by the Contracts Division and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor's Authorized Official(s):** As used herein, the term "Contractor's Authorized Official(s)" shall have the meaning set forth in Sub-paragraph 7.2 (Contractor's Authorized Official(s)).
- 2.3 Contractor's Project Manager:** As used herein, the term "Contractor's Project Manager" shall have the meaning set forth in Sub-paragraph 7.1 (Contractor's Project Manager).
- 2.4 County's Project Director:** As used herein, the term "County's Project Director" shall have the meaning set forth in Sub-paragraph 6.2 (County's Project Director).
- 2.5 County's Project Manager:** As used herein, the term "County's Project Manager" shall have the meaning set forth in Sub-paragraph 6.1 (County's Project Manager).
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.



- 2.7 Director:** Director of the County's Department of the Treasure and Tax Collector.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.10 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of the Treasurer and Tax Collector.
- 2.11 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.12 Scope of Work/Services:** The work to be provided by Contractor pursuant to this Master Agreement identified in Exhibit F (Scope of Services) with all Attachments thereto.
- 2.13 Statement of Work:** A written description of tasks, deliverables, and/or other work desired by County pursuant to this Agreement. A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work (SOW). Each SOW shall be solicited, among the

Financial Advisor Pool, by and tendered to County, by Contractor. Unless otherwise specified in the SOW Availability Notice, if the County solicits bids, the County shall select the lowest cost, qualified bid responding to the requirements of the proposed SOW. No work shall be performed by Contractors except in accordance with validly bid and executed SOW.

**2.12 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

**2.14 TTC:** The County of Los Angeles Treasurer and Tax Collector.

**2.15 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement in Exhibit F (Scope of Work – Sample Work Order Format), for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by Qualified Pool Contractors. Unless otherwise specified in the Work Order Availability Notice, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Pool Contractors except in accordance with validly bid and executed Work Orders.

### **3.0 WORK**

3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in each Work Order and its related Statement of Work for which Contractor is contracted.

3.2 Work Orders shall generally conform to either Attachment F1 or Attachment F2, of Exhibit F (Scope of Work – Sample Work Order

Formats) depending on whether the particular Work Order is to be performed on a Time and Materials basis (see Attachment F1) or on a Fixed Price Per Deliverable basis (see Attachment F2) as determined by County. Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.

- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.4, Change Notices and Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Work Orders are as set forth in this *Paragraph 3.0 - Work*. Upon determination by County to issue a Work Order solicitation, County shall issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified/Pool Contractors. Each interested Qualified/Pool Contractor so contacted shall submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5 Upon completion of evaluations, County shall execute the Work Order by and through the TTC staff identified in this Master Agreement with the lowest cost Qualified/Pool Contractor unless the

Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified/Pool Contractors. Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30<sup>th</sup>) with the exception of Work Orders for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either re-bid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.

- 3.6 County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.7 If Contractor is unable to meet with County at commencement of work as specified in the Work Order, then Contractor may be disqualified from the particular Work Order. In the event Contractor defaults three (3) times under Sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination For Default.

#### **4.0 TERM OF MASTER AGREEMENT**

- 4.1 This Master Agreement is effective upon the date of its execution by County's Treasurer and Tax Collector. This Master Agreement shall expire on June 30, 2007, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the option to extend the Master Agreement term for up to four (4) additional one-year periods and six (6) month to month extensions. Each such option and extension shall be exercised at the sole discretion of the Treasurer and Tax Collector or his/her designee on an annual basis and shall become effective on July 1<sup>st</sup> of the then current year. In the event TTC desires to extend the term, TTC shall provide Contractor with a written notice of such renewal thirty (30) calendar days prior to the expiration of the term of this Master Agreement.
- 4.3 Contractor shall notify TTC when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to TTC at the address herein provided in Exhibit A.

#### **5.0 CONTRACT SUM**

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to TTC by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such

annual expenditures for the duration of the Master Agreement is the Contract Sum.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

**5.4 No Payment for Services Provided Following Expiration/  
Termination of Master Agreement**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

**5.5 Invoices and Payments**

- 5.5.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work

Order either: (1) monthly, if performed on a Time and Materials basis (Reference Exhibit F1) or (2) by deliverable, if performed on a Fixed Price Per Deliverable basis (Reference Exhibit F2).

5.5.2 Payment for all work shall be on either a Time and Materials basis or a Fixed Price Per Deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Sub-paragraph 8.25, Liquidated Damages.

5.5.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.5.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Project Manager, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.5.5 Invoices under this Master Agreement shall contain supporting documentation and shall be submitted to:

County of Los Angeles – Treasurer and Tax Collector  
Public Finance Branch  
500 West Temple Street – Room 432  
Los Angeles, California 90012  
Attention: Glenn Byers

with a copy to:

County of Los Angeles – Treasurer and Tax Collector  
Accounts Payable  
500 West Temple Street – Room 434  
Los Angeles, California 90012

#### **5.5.6 Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

##### **5.5.6.1 Time and Materials Work Order:**

Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

##### **5.5.6.2 Fixed Price Per Deliverable**

Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and



the individual amount being billed for each deliverable; and

- The total amount of the invoice.

**5.5.6.3 Rates**

To be determined upon selection of Financial Advisor as set forth in Exhibit G (Pricing Schedule).

5.5.7 In compliance with Internal Revenue Service (IRS) requirements, Financial Advisor shall provide Financial Advisor's Tax Identification Number or Social Security Number on each invoice submitted.

5.5.8 TTC shall make a reasonable effort to effect payment within thirty (30) calendar days of receipt of Financial Advisor's invoice submitted.

5.5.9 All invoices submitted by the Contractor pursuant to this Master Agreement are subject to auditing requirements of the County Auditor-Controller.

**6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY**  
**COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit A – County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

**6.1 County's Project Manager**

6.1.1 The County's Project Manager has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the TTC and Contractor.

6.1.1 The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

## **6.2 County's Project Director**

6.2.1 The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement.

6.2.2 The County's Project Director is the approving authority for individual Work Order solicitations and executions.

6.2.3 The responsibilities of the County's Project Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2.4 County's Project Director is not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Change Notices and Amendments, Sub-paragraph 8.4.

## **7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

7.1.1 Contractor's Project Manager is designated in Exhibit B – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Project Director on a regular basis with respect to all active Work Orders.

### **7.2 Contractor's Authorized Official(s)**

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

### **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

### **7.4 Contractor's Staff Identification**

7.4.1 Contractor shall provide all staff providing services under this Master Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.4.2 Contractor shall notify the County within one business day when a staff member is terminated from working under this Master Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal.

7.4.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the contractor's staff's County photo identification badge at the time of removal.

## **7.5 Background and Security Investigations**

7.5.1 At any time prior to or during the term of this Master Agreement, the County may require that all Contractor's staff performing work under this Master Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.5.2 If the Contractor's staff does not pass the background clearance investigation, the County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background clearance investigation.

7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification, if any, of Contractor's staff, pursuant to this Sub-paragraph 7.5, shall not relieve Contractor of its

obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

## **7.6 Confidentiality**

The Contractor shall maintain the confidentiality of all records obtained from the County under this Master Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement. The Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the “Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement”, Exhibit H-3.

The Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the “Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement”, Exhibit H-4.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, either in whole or in part, without the prior written consent of the TTC. Any unapproved assignment or delegation shall be null and void.

8.1.2 Any payments by TTC to any approved delegate or assignee on any claim under this Master Agreement shall be

deductible, at TTC's sole discretion, against the claims, which the Contractor may have against the County.

8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the express prior written approval of the TTC, the TTC may, in his/her sole discretion, terminate this Agreement.

## **8.2 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.3 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in

payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

#### **8.4 CHANGE NOTICES AND AMENDMENTS**

8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope or payment of any Work Order issued pursuant to this Master Agreement. All such changes shall only be accomplished with an executed Work Order Change Notice signed by the Contractor and by the County's Project Manager.

8.4.2 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and the TTC.

8.4.3 The TTC, or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. For the exercise of TTC's renewal option a written notice of intent to renew the Master Agreement shall be prepared and executed by the Contractor and the TTC. The Contractor agrees that such extensions of time shall not change any other term or



condition of this Master Agreement during the period of such extensions.

## **8.5 COMPLAINTS**

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Within fifteen (15) business days after contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints. At a minimum, the policy should include:

1. within five (5) business days of receiving the complaint, the Contractor shall preliminarily investigate all complaints and notify the *County's Project Director* of the status of the investigation;
2. when complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines; and
3. copies of all written responses shall be sent to the County's Project Director within three (3) business days of mailing to the complainant.

8.5.3 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. If the County requests changes in the Contractor's

policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity

supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D – Jury Service Ordinance and incorporated by reference into and made part of this Contract.

### **8.8.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which

has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event,

Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.9 shall be a material breach of this Master Agreement.

#### **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

#### **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater

Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

#### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements the Contractor may have with the County.

#### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of an Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.



#### **8.12.4 Contractor Hearing Board**

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law (*Exhibit E*). The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor

warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after

Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

#### **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

#### **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.20 GOVERNING LAW, JURISDICTION, AND VENUE**

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.21 INDEPENDENT CONTRACTOR STATUS**

8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.21.4 As previously instructed in Sub-paragraph 7.6 - Confidentiality, the Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit H-3. The Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit H-4.

## **8.22 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

## **8.23 GENERAL INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the County and during the term of this Master Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

**8.23.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

County of Los Angeles  
Treasurer and Tax Collector  
Contracts Section  
500 West Temple Street – Room 464  
Los Angeles, California 90012

prior to commencing services under this Master Agreement. Such certificates or other evidence shall:

- Specifically identify this Master Agreement;
- Clearly evidence all coverages required in this Master Agreement;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Master Agreement; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.



**8.23.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

**8.23.3 Failure to Maintain Coverage:** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Master Agreement upon which the County may immediately terminate or suspend this Master Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

- Any accident or incident relating to services performed under this Master Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Master Agreement.
- Any injury to a Contractor employee that occurs on

County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Master Agreement.

**8.23.5 Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

**8.23.6 Insurance Coverage Requirements for Subcontractors:**

The Contractor shall ensure any and all subcontractors performing services under this Master Agreement meet the insurance requirements of this Master Agreement by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.24 INSURANCE COVERAGE REQUIREMENTS**

**8.24.1 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.24.2 Automobile Liability** written on ISO policy form CA 00 01 or its equivalent, with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto”. As an alternative, and with County’s prior approval, Contractor may satisfy this requirement by providing evidence of personal automobile liability coverage in an amount not less than \$100,000 per person and \$300,000 per occurrence.

**8.24.3 Workers’ Compensation and Employers’ Liability** insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

#### **8.24.4 Professional Liability**

Insurance covering liability arising from any error, omission, negligent or wrongful act or the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Master Agreement.

### **8.25 LIQUIDATED DAMAGES**

8.25.1 If, in the judgment of the TTC, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the TTC, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment *due to Contractor* or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the TTC, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the TTC determines that there are deficiencies in the performance of this Contract that the TTC deems are correctable by the Contractor over a certain time span, the TTC will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should

the Contractor fail to correct deficiencies within said time frame, the TTC may:

**(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the *Total Maximum Amount specified in the Work Order*; and/or**

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any *Performance Requirements Summary (PRS) Charts* in future Work Orders, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the **PRS** or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.26 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the County.

## **8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

## **8.28 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict TTC from acquiring similar, equal or like goods and/or services from other entities or sources.



#### **8.29 NOTICE OF DELAYS**

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.30 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager is not able to resolve the dispute, the TTC, or his/her designee shall resolve it.

#### **8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit E* of

this Master Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.33 NOTICES**

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The TTC shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

### **8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.35 PUBLIC RECORDS ACT**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for

this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Statement of Qualification (SOQ) marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

### **8.36 PUBLICITY**

- 8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

#### **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Master Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the

Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or

b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

#### **8.38 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

#### **8.39 SUBCONTRACTING**

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Treasurer and Tax Collector – Contracts Section  
500 West Temple Street – Room 464  
Los Angeles, California 90012

before any subcontractor employee may perform any work hereunder.

**8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**8.41 TERMINATION FOR CONVENIENCE**

8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the



County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

## **8.42 TERMINATION FOR DEFAULT**

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such

causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the County terminates this Master Agreement in its entirety due to the Contractor's default as provided in Sub-paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Master Agreement sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the County's TTC, or designee, deducted from any amounts due to the Contractor by the County, whether under this Master Agreement or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Master Agreement, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to

any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 TERMINATION FOR IMPROPER CONSIDERATION**

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.44 TERMINATION FOR INSOLVENCY**

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall

constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### **8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 VALIDITY**

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.48 WAIVER**

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master

Agreement.

#### **8.49 WARRANTY AGAINST CONTINGENT FEES**

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any Master Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.1 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.



9.1.2 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.1.3 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement/Work Order to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the work order amount and what the County's costs would have been if the work order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the work order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the

County's Office of Affirmative Action Compliance of this information.

## **9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.

9.2.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.

9.2.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or

"Confidential" on each appropriate page of any document containing such material.

9.2.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

9.2.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Sub-paragraph 9.2.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.2.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.2.6 All the rights and obligations of this Sub-paragraph 9.2 shall survive the expiration or termination of this Master Agreement.

### **9.3 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

9.3.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master

Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

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/

**AUTHORIZATION OF MASTER AGREEMENT FOR  
FINANCIAL ADVISOR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Treasurer and Tax Collector and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Treasurer and Tax Collector

CONTRACTOR

By \_\_\_\_\_  
Contractor

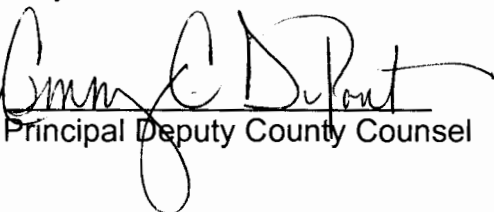
Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Principal Deputy County Counsel

**MASTER AGREEMENT FOR  
FINANCIAL ADVISOR SERVICES**

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**COUNTY'S ADMINISTRATION**

MASTER AGREEMENT NO. \_\_\_\_\_

WORK ORDER NO. \_\_\_\_\_

**TREASURER AND TAX COLLECTOR (TTC)/DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT MONITOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## CONTRACTOR'S ADMINISTRATION

---

CONTRACTOR'S NAME

MASTER AGREEMENT NO. \_\_\_\_\_

WORK ORDER NO. \_\_\_\_\_

### CONTRACTOR'S PROJECT DIRECTOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Notices to Contractor shall be sent to the following address:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_



## CONTRACTOR'S ADMINISTRATION

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CONTRACTOR'S NAME

MASTER AGREEMENT NO. \_\_\_\_\_

WORK ORDER NO. \_\_\_\_\_

The information in items #1 through #4 below is requested for informational purposes only.

1. If your firm is a corporation, enter its legal name (as found in your Articles of Incorporation) and the state where incorporated:

\_\_\_\_\_  
(Name and State)

2. If your firm is a partnership \_\_\_\_\_, or a sole proprietorship \_\_\_\_\_, enter the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? \_\_\_\_\_

If yes, please list all DBA's and the County(s) of registration:

Name

County of Registration

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_\_

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

## CONTRACTOR'S EEO CERTIFICATION

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 Contractor Name

---

 Address

---

 Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

 Authorized Official's Printed Name and Title

---

 Authorized Official's Signature

---

 Date

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Page 2 of 3

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

# **SAFELY SURRENDERED BABY LAW**

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

---

Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.

---

***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***

## **MASTER AGREEMENT FOR FINANCIAL ADVISOR SERVICES**

### **SCOPE OF SERVICES**

#### **1.0 INTRODUCTION**

The County of Los Angeles (County) is authorized under California Government Code Section 31000 to contract for special services with private businesses for the provision of financial advisor services to assist the County on an as needed-basis.

The County has authorized the Treasurer and Tax Collector (TTC) to execute and administer Master Agreements on behalf of the County with qualified Contractors selected from the Financial Advisor Services Master Agreement pool. It is the intent of TTC to utilize Contractors on a modified-rotational, as-needed basis, as determined by the TTC in his/her sole discretion, for the provision of financial advisor services on debt structuring and management for the County's Indebtedness and Borrowing Program.

#### **2.0 SCOPE OF SERVICES**

A detailed description of services requested by TTC will be included in the Statement of Work portion of each Work Order. TTC Financial Advisor Services include, but are not limited to, the following activities and programs:

##### **2.1 General Financial Advisor Service Activities**

Contractor shall be required to perform activities stated herein. Activities may include, but are not limited to, performing and/or providing assistance to the County performing the following:

- Evaluation of underwriters for the formation of a financing team;
- Risk analysis of various financing structures and strategies;
- Financing structure validation;
- Development of Time and Responsibility Schedules and Lists of Interested Parties;

- Preparation and review of financial documents, including review of the preliminary and final official statement;
- Research and analyses for pricing including assessing marketplace timing;
- Establishment of selling rules for the syndicate;
- Conducting pre-marketing of the issue for competitive sales;
- Evaluating bids, including the accuracy of the True Interest Cost (TIC) calculation and recommending award for competitive sales;
- Development of solicitations that may include but are not limited to, Financial Printer, Bond Insurer, Trustee, Verification Agent, and Escrow Agent;
- Advice and assistance to secure the highest ratings from the rating agencies;
- Advice on investment of bonds proceeds, as needed;
- Advice on compliance with arbitrage regulations;
- Evaluation of finance team performance and bond sale results;
- Assessment of bond market conditions at time of sale of bonds as part of syndicate performance evaluation;
- Development of or assistance with an Investor Relations Program; and
- Monitoring and analyzing debt for refunding candidates.

## **2.2 Financial Advisor Potential Programs**

Contractor shall be required to perform programs stated herein. Programs may include, but are not limited to, performing and/or providing assistance to the County performing the following:

### **2.2.1 Financial Structure Validation**

Contractor shall, upon the TTC's written request, assist in the formation of the financing team for the pending debt issuance. Contractor shall make presentations, as needed, to the TTC regarding underwriter team proposals including a benefit analysis.

Contractor shall, upon the TTC's written request, provide assistance in validating the financial structure for any short-term, medium-term, and/or long-term financing in progress or as proposed by underwriters, including,

upon the TTC's written request, a risk analysis of any proposed financial instruments.

2.2.2 Document/Analysis Preparation

Contract shall, upon TTC's written request, assist in the preparation of a variety of legal and financial documents relating to the specific financing program in progress or anticipate.

2.2.3 Rating Agency Package

Contractor shall, upon written request and at the discretion of TTC, prepare and/or assist TTC in the preparation of materials and/or particular aspects of such materials for Rating Agency review of financing.

2.2.4 Market Assessment

Contractor shall, upon TTC's written request, assess bond market conditions at the time of sale of financial instruments, including, but not limited to, cost benefit analysis of structured pricing to aid TTC in conducting pricing, and an analysis of County's presence in the marketplace.

2.2.5 Syndicate Procedures

Contractor shall, upon TTC's written request, prepare draft procedures for syndicate structure, for final approval by TTC and agreement by all syndicate members.

2.2.6 Performance Evaluation

Contract shall, upon TTC's written request and following the sale of County financial instruments, analyze performance of all membership levels of sales and shall present a written report documenting the results to TTC. The report presented to TTC by Contractor shall be indicative of membership activities in the financing program.

2.2.7 Investor Relations

Contractor shall, upon TTC's written request, assist the County in the development and execution of an Investor Relations Program.

#### 2.2.8 Other

TTC reserves the right to add and/or delete Financial Advisor Services to this Exhibit F, during the term of the Master Agreement

### 3.0 **PROJECT REPORTING**

Contractor shall, throughout the term of each assigned Work Order, apply requisite technical and management skills and techniques to assure satisfactory and timely completion of project milestones. Contractor shall, prepare project status reports, as requested by TTC, summarizing separately accomplishment of milestones for each specific Work Order.

### 4.0 **WORK HOURS**

Financial advisors are required on a modified-rotational, as-needed basis, throughout the term of the Master Agreement, during regular department hours of Monday through Friday, 8:00 a.m. until 5:00 p.m., with the exception of County Observed holidays.

#### 4.1 **COUNTY OBSERVED HOLIDAYS**

The following are the usual County observed holidays.

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

### 5.0 **PERSONNEL**

## **5.1 County Personnel**

- 5.1.1 TTC shall assign a County Project Director to provide overall management and coordination of the Financial Advisor Master Agreement Pool and act as TTC's liaison to Contractor (i.e., Financial Advisor).
- 5.1.2 The County Project Director shall provide information to the Contractor in areas relating to policy and procedural requirements and will monitor the Contractor's performance during the term of the Master Agreement.
- 5.1.3 TTC reserves the right to have the County Project Director, or a designated alternate, interview any or all prospective employees of Contractor.

## **5.2 Contractor's Project Director**

- 5.2.1 The Contractor shall provide a Contractor Project Director, and an Alternate, Contractor Project Director, to act as a liaison for the Contractor in coordinating the Contractor's services.
- 5.2.2 The Contractor's Project Director shall have full authority to act for the Contractor on all matters relating to the Contractor's performance under the terms and conditions of the Master Agreement, including executed Work Orders.
- 5.2.3 The Contractor's Project Director or the designated Alternate shall be available during Business Hours, from 8:00 a.m. until 5:00 p.m. Pacific Time, Monday through Friday, for telephone contact and to meet with the County's Project Director, or his/her designee to discuss project services.
- 5.2.4 All personnel assigned by the Contractor to perform services for TTC shall at all times be employees of the Contractor, and the Contractor shall have the sole right to hire, supervise, suspend, discipline or discharge of Contractor's employees. However, any employee of Contractor assigned to provide services to County who, in TTC's opinion is unsatisfactory, shall be immediately, upon request of the County's Project Director, removed from providing contracted services to the County under the Financial Advisor Master Agreement.

## **6.0 Use of County Seal and TTC's Logo**

Contractor shall not use or display the official seal of the County of Los Angeles or TTC's logo on any of its letterheads or other communications with any businesses, or for any other reason.



**FINANCIAL ADVISOR SERVICES - MASTER AGREEMENT**

**WORK ORDER - TIME AND MATERIALS BASIS**

**STATEMENT OF WORK**

\_\_\_\_\_  
(Project Title)

\_\_\_\_\_  
(CONTRACTOR NAME)

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

Project Title: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

County Requesting Department: \_\_\_\_\_

County Project Director: \_\_\_\_\_

County Manager/Supervisor: \_\_\_\_\_

I. **GENERAL**

Contractor shall satisfactorily perform all Services detailed in the Statement of Work attached hereto as Exhibit \_\_\_, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement identified above.

II. **PERSONNEL**

Contractor shall provide the below-listed personnel whose labor rates are as shown:

Skill Category \_\_\_\_\_

Name \_\_\_\_\_ @ \$\_\_\_\_\_/hour.

Name \_\_\_\_\_ @ \$\_\_\_\_\_/hour.

III. **PAYMENT**

A. The Total Maximum Amount that County shall pay Contractor for all Services to be provided under this Work Order shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**Attachment F1 – Sample Work Order Format  
Time and Materials Basis**

B. Contractor shall invoice County only for hours actually worked, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor shall be responsible for limiting the number of hours worked by Contractor Personnel under this Work Order, not to exceed the Total Maximum Amount in III.A, above.

C. Contractor shall satisfactorily perform and complete all required Services in accordance with Exhibit \_\_\_ (Statement of Work) notwithstanding the fact that total payment from County shall not exceed the Total Maximum Amount.

D. CONTRACTOR shall submit all invoices under this Work Order to:

\_\_\_\_\_

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
COUNTY OF LOS ANGELES

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FINANCIAL ADVISOR SERVICES**

**WORK ORDER - FIXED PRICE PER DELIVERABLE BASIS**

**STATEMENT OF WORK**

\_\_\_\_\_  
(CONTRACTOR NAME)

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

Project Title: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

County Requesting Department: \_\_\_\_\_

County Project Director: \_\_\_\_\_

County Manager/Supervisor: \_\_\_\_\_

I. **GENERAL**

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit \_\_, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. **PERSONNEL**

Contractor shall provide the below-listed personnel:

Skill Category: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

III. **PAYMENT**

A. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____
Total Maximum Amount:	_____

**Attachment F2 – Sample Work Order Format  
Fixed Price Per Deliverable Basis**

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

B. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Exhibit \_\_\_\_ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount in III.A, above.

C. Contractor shall submit all invoices under this Work Order to:

\_\_\_\_\_

**IV. SERVICES**

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
COUNTY OF LOS ANGELES

By: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PRICING SCHEDULE****FINANCIAL ADVISOR SERVICES**

Compensation for the services described in Exhibit F (Scope of Work), including Attachment F1 (Sample Work Order Format – Time and Materials Basis) and Attachment F2 (Fixed Price Per Deliverable Basis) shall be at the following hourly rates:

<b>STAFFING CATEGORY</b>	<b>HOURLY RATE</b>
Chairman/President	
Senior Managing Director	
Managing Director	
Vice President	
Assistant Vice President	
Principal	
Associate	
Analyst	

In addition to the fees specified above, Financial Advisor shall be paid, at the time provided for payment of fees, its reasonable and necessary expenses. However, County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc. Financial Advisor shall provide documentation of reasonable and necessary expenses, including receipts for all items.

## **EXHIBIT H**

### **FORMS REQUIRED FOR EACH WORK ORDER** **BEFORE WORK BEGINS**

- H1 CERTIFICATION OF EMPLOYEE STATUS
- H2 CERTIFICATION OF NO CONFLICT OF INTEREST
- H3 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT
- H4 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,  
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

**FINANCIAL ADVISOR SERVICES****MASTER AGREEMENT WORK ORDER****CERTIFICATION OF EMPLOYEE STATUS**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

**EMPLOYEES**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date \_\_\_\_\_

## FINANCIAL ADVISOR SERVICES

**MASTER AGREEMENT WORK ORDER****CERTIFICATION OF NO CONFLICT OF INTEREST**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

Los Angeles County Code Section 2.180.010.A provides as follows:

**“Certain contracts prohibited.**

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
  2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
  3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
    - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    - b. Participated in any way in developing the contract or its service specifications; and
  4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date \_\_\_\_\_



**FINANCIAL ADVISOR SERVICES**

**MASTER AGREEMENT WORK ORDER**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Master Agreements only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced work order/contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced work order/contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced work order/contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced work order/contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future work order/contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name \_\_\_\_\_ Master Agreement No. \_\_\_\_\_

Work Order No. \_\_\_\_\_ Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced work order/contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced work order/contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this work order/contract or termination of my employment with my employer, whichever occurs first.

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced work order/contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**FINANCIAL ADVISOR SERVICES**

**MASTER AGREEMENT WORK ORDER**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,  
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Master Agreements only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced work order/contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced work order/contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced work order/contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced work order/contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future work order/contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

\_\_\_\_\_  
Initials of Signer

Contractor Name \_\_\_\_\_ Master Agreement No. \_\_\_\_\_

Work Order No. \_\_\_\_\_ Non-Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced work order/contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced work order/contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this work order/contract or termination of my services hereunder, whichever occurs first.

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced work order/contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_